

ORIGINAL

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RB9/3/02

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

VINCENZO MAZZAMUTO,
Plaintiff

v.

UNUM PROVIDENT
CORPORATION, PAUL
REVERE LIFE INSURANCE
COMPANY and NEW YORK
LIFE INSURANCE COMPANY,

Defendants

Case No. 1:01-CV-1157

JUDGE KANE

FILED
HARRISBURG, PA

AUG 30 2002

MARY E. D'ANDREA, CLERK
Per 518
Deputy Clerk

DEFENDANTS' APPENDIX IN OPPOSITION TO
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

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**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

VINCENZO MAZZAMUTO, : Case No. 1:01-CV-1157
Plaintiff :
 :
 :
v. :
 :
 :
UNUMPROVIDENT CORPORATION, :
THE PAUL REVERE LIFE :
INSURANCE COMPANY and NEW : JUDGE KANE
YORK LIFE INSURANCE :
COMPANY, :
Defendants :

AFFIDAVIT

I, Henry T. Hardin III, Esquire, being first duly sworn, depose and state as follows:

1. This affidavit is based on my personal knowledge and is submitted in support of Defendants' Motion for Summary Judgment and Defendants' Response to Plaintiff's Motion for Summary Judgment, in the above-referenced case.

2. I am an attorney for UNUMProvident Corporation. I have been employed by UNUMProvident Corporation ("UNUM") or its predecessors for approximately 26 years.

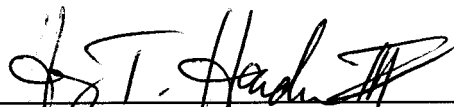
3. In carrying out my responsibilities for UNUM, I am familiar with the Sale and Purchase Agreement (the "Agreement") by and among New York Life Insurance Company ("NYL"), UNUM and The Paul Revere Life Insurance Company ("Paul Revere") concerning certain individual disability insurance policies issued by NYL.

4. Under the Agreement, Paul Revere assumed, by means of a Coinsurance Agreement, (“ Reinsurance Agreement”) financial liability for benefits payable under the individual disability insurance policy issued by NYL to the Plaintiff in this case.

5. Pursuant to the Agreement, Paul Revere also assumed responsibility for administering claims under the Plaintiff's individual disability insurance policy.

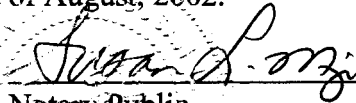
6. As a result of the Agreement and the Reinsurance Agreement, NYL no longer has financial responsibility for benefits payable under Plaintiff's policy and is not involved in the administration of Plaintiff's claim for benefits under the Policy.

7. The Agreement does not address NYL policies other than individual disability policies. Accordingly, Paul Revere has no role in the administration of Plaintiff's life insurance policy with NYL.



Henry T. Hardin III

Sworn to and subscribed
before me this 21st day
of August, 2002.



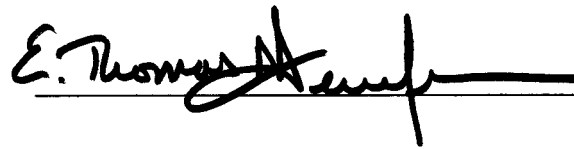
Notary Public

My Commission expires 6/12/05

CERTIFICATE OF SERVICE

I, E. THOMAS HENEFER, ESQUIRE, certify that on this date, I served a certified true and correct copy of the foregoing Appendix In Opposition to Plaintiff's Motion for Summary Judgment upon the following counsel of record, by first class mail, postage prepaid, addressed as follows:

Richard C. Angino, Esquire
Angino & Rovner, P.C.
4503 N. Front Street
Harrisburg, PA 17110

A handwritten signature in black ink, appearing to read "E. Thomas Henef", is written over a horizontal line.

Date: 8/29/02